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Attorneys for Defendants
CALIBER HOLDINGS LLC and CALIBER
BODYWORKS LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CRAIG KUYUMJIAN, an individual,

Plaintiff,

vs.

CALIBER HOLDINGS
CORPORATION, a Delaware
corporation, CALIBER BODYWORKS,
LLC, a California Limited Liability
Company, and DOES 1 to 50, inclusive,

Defendants.

Case No. 22-cv-05779-ODW-E

Assigned to The Honorable Otis D.
Wright II

**STIPULATED PROTECTIVE
ORDER**

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 Plaintiff worked as a Service Advisor for Defendant Caliber Holdings LLC
17 over the span of several years. This action is likely to involve trade secrets,
18 customer and pricing lists and other valuable research, development, commercial,
19 financial, technical and/or proprietary information of Defendant's and/or third party
20 customers and business partners for which special protection from public disclosure
21 and from use for any purpose other than prosecution of this action is warranted.
22 Such confidential and proprietary materials and information consist of, among other
23 things, confidential business or financial information, information regarding
24 confidential business practices, or other confidential research, development, or
25 commercial information (including information implicating privacy rights of third
26 parties), information otherwise generally unavailable to the public, or which may be
27 privileged or otherwise protected from disclosure under state or federal statutes,
28 court rules, case decisions, or common law. Accordingly, to expedite the flow of

1 information, to facilitate the prompt resolution of disputes over confidentiality of
 2 discovery materials, to adequately protect information the parties are entitled to
 3 keep confidential, to ensure that the parties are permitted reasonable necessary uses
 4 of such material in preparation for and in the conduct of trial, to address their
 5 handling at the end of the litigation, and serve the ends of justice, a protective order
 6 for such information is justified in this matter. It is the intent of the parties that
 7 information will not be designated as confidential for tactical reasons and that
 8 nothing be so designated without a good faith belief that it has been maintained in a
 9 confidential, non-public manner, and there is good cause why it should not be part
 10 of the public record of this case.

11 2. DEFINITIONS

12 2.1 Action: *Craig Kuyumjian v. Caliber Holdings Corporation, et al.*, United
 13 States District Court for the Central District of California, Case No. 22-cv-05779-
 14 ODW-E.

15 2.2 Challenging Party: a Party or Non-Party that challenges the designation
 16 of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 18 how it is generated, stored or maintained) or tangible things that qualify for
 19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 20 the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
 22 support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information or
 24 items that it produces in disclosures or in responses to discovery as
 25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information, regardless of
 27 the medium or manner in which it is generated, stored, or maintained (including,
 28 among other things, testimony, transcripts, and tangible things), that are produced

1 or generated in disclosures or responses to discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as
4 an expert witness or as a consultant in this Action.

5 2.8 House Counsel: attorneys who are employees of a party to this Action.
6 House Counsel does not include Outside Counsel of Record or any other outside
7 counsel.

8 2.9 Non-Party: any natural person, partnership, corporation, association, or
9 other legal entity not named as a Party to this action.

10 2.10 Outside Counsel of Record: attorneys who are not employees of a party
11 to this Action but are retained to represent or advise a party to this Action and have
12 appeared in this Action on behalf of that party or are affiliated with a law firm
13 which has appeared on behalf of that party, and includes support staff.

14 2.11 Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and their
16 support staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 2.13 Professional Vendors: persons or entities that provide litigation support
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)
22 and their employees and subcontractors.

23 2.14 Protected Material: any Disclosure or Discovery Material that is
24 designated as "CONFIDENTIAL."

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
26 from a Producing Party.

27 3. SCOPE

28 The protections conferred by this Stipulation and Order cover not only

1 Protected Material (as defined above), but also (1) any information copied or
 2 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 3 compilations of Protected Material; and (3) any testimony, conversations, or
 4 presentations by Parties or their Counsel that might reveal Protected Material.

5 Any use of Protected Material at trial shall be governed by the orders of the
 6 trial judge. This Order does not govern the use of Protected Material at trial.

7 4. DURATION

8 Even after final disposition of this litigation, the confidentiality obligations
 9 imposed by this Order shall remain in effect until a Designating Party agrees
 10 otherwise in writing or a court order otherwise directs. Final disposition shall be
 11 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
 12 with or without prejudice; and (2) final judgment herein after the completion and
 13 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 14 including the time limits for filing any motions or applications for extension of time
 15 pursuant to applicable law.

16 5. DESIGNATING PROTECTED MATERIAL

17 5.1 Exercise of Restraint and Care in Designating Material for Protection.

18 Each Party or Non-Party that designates information or items for protection under
 19 this Order must take care to limit any such designation to specific material that
 20 qualifies under the appropriate standards. The Designating Party must designate for
 21 protection only those parts of material, documents, items, or oral or written
 22 communications that qualify so that other portions of the material, documents,
 23 items, or communications for which protection is not warranted are not swept
 24 unjustifiably within the ambit of this Order. Mass, indiscriminate, or routinized
 25 designations are prohibited. Designations that are shown to be clearly unjustified or
 26 that have been made for an improper purpose (e.g., to unnecessarily encumber the
 27 case development process or to impose unnecessary expenses and burdens on other
 28 parties) may expose the Designating Party to sanctions. If it comes to a Designating

1 Party's attention that information or items that it designated for protection do not
 2 qualify for protection, that Designating Party must promptly notify all other Parties
 3 that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 7 under this Order must be clearly so designated before the material is disclosed or
 8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic documents,
 11 but excluding transcripts of depositions or other pretrial or trial proceedings), that
 12 the Producing Party affix at a minimum, the legend "CONFIDENTIAL"
 13 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
 14 material. If only a portion or portions of the material on a page qualifies for
 15 protection, the Producing Party also must clearly identify the protected portion(s)
 16 (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection
 18 need not designate them for protection until after the inspecting Party has indicated
 19 which documents it would like copied and produced. During the inspection and
 20 before the designation, all of the material made available for inspection shall be
 21 deemed "CONFIDENTIAL." After the inspecting Party has identified the
 22 documents it wants copied and produced, the Producing Party must determine
 23 which documents, or portions thereof, qualify for protection under this Order. Then,
 24 before producing the specified documents, the Producing Party must affix the
 25 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a
 26 portion or portions of the material on a page qualifies for protection, the Producing
 27 Party also must clearly identify the protected portion(s) (e.g., by making
 28 appropriate markings in the margins).

1 (b) for testimony given in depositions that the Designating Party identify the
 2 Disclosure or Discovery Material on the record, before the close of the deposition
 3 all protected testimony.

4 (c) for information produced in some form other than documentary and for
 5 any other tangible items, that the Producing Party affix in a prominent place on the
 6 exterior of the container or containers in which the information is stored the legend
 7 “CONFIDENTIAL.” If only a portion or portions of the information warrants
 8 protection, the Producing Party, to the extent practicable, shall identify the
 9 protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 11 failure to designate qualified information or items does not, standing alone, waive
 12 the Designating Party’s right to secure protection under this Order for such
 13 material. Upon timely correction of a designation, the Receiving Party must make
 14 reasonable efforts to assure that the material is treated in accordance with the
 15 provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 18 designation of confidentiality at any time that is consistent with the Court’s
 19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 21 resolution process under Local Rule 37.1 et seq.

22 6.3 The burden of persuasion in any such challenge proceeding shall be on
 23 the Designating Party. Frivolous challenges, and those made for an improper
 24 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 25 parties) may expose the Challenging Party to sanctions. Unless the Designating
 26 Party has waived or withdrawn the confidentiality designation, all parties shall
 27 continue to afford the material in question the level of protection to which it is
 28 entitled under the Producing Party’s designation until the Court rules on the

1 challenge.

2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 4 disclosed or produced by another Party or by a Non-Party in connection with this
 5 Action only for prosecuting, defending, or attempting to settle this Action. Such
 6 Protected Material may be disclosed only to the categories of persons and under the
 7 conditions described in this Order. When the Action has been terminated, a
 8 Receiving Party must comply with the provisions of section 13 below (FINAL
 9 DISPOSITION). Protected Material must be stored and maintained by a Receiving
 10 Party at a location and in a secure manner that ensures that access is limited to the
 11 persons authorized under this Order.

12 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 13 otherwise ordered by the court or permitted in writing by the Designating Party, a
 14 Receiving Party may disclose any information or item designated
 15 “CONFIDENTIAL” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
 17 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 18 to disclose the information for this Action;

19 (b) the officers, directors, and employees (including House Counsel) of the
 20 Receiving Party to whom disclosure is reasonably necessary for this Action;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
 22 disclosure is reasonably necessary for this Action and who have signed the
 23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff;

26 (f) professional jury or trial consultants, mock jurors, and Professional
 27 Vendors to whom disclosure is reasonably necessary for this Action and who have
 28 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action

1 as “CONFIDENTIAL” before a determination by the court from which the
 2 subpoena or order issued, unless the Party has obtained the Designating Party’s
 3 permission. The Designating Party shall bear the burden and expense of seeking
 4 protection in that court of its confidential material and nothing in these provisions
 5 should be construed as authorizing or encouraging a Receiving Party in this Action
 6 to disobey a lawful directive from another court.

7 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 8 PRODUCED IN THIS LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non-
 10 Party in this Action and designated as “CONFIDENTIAL.” Such information
 11 produced by Non-Parties in connection with this litigation is protected by the
 12 remedies and relief provided by this Order. Nothing in these provisions should be
 13 construed as prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to
 15 produce a Non-Party’s confidential information in its possession, and the Party is
 16 subject to an agreement with the Non-Party not to produce the Non-Party’s
 17 confidential information, then the Party shall:

18 (1) promptly notify in writing the Requesting Party and the Non-Party that
 19 some or all of the information requested is subject to a confidentiality agreement
 20 with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
 22 Order in this Action, the relevant discovery request(s), and a reasonably specific
 23 description of the information requested; and

24 (3) make the information requested available for inspection by the Non-
 25 Party, if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within 14
 27 days of receiving the notice and accompanying information, the Receiving Party
 28 may produce the Non-Party’s confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 2 not produce any information in its possession or control that is subject to the
 3 confidentiality agreement with the Non-Party before a determination by the court.
 4 Absent a court order to the contrary, the Non-Party shall bear the burden and
 5 expense of seeking protection in this court of its Protected Material.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 8 Protected Material to any person or in any circumstance not authorized under this
 9 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 10 writing the Designating Party of the unauthorized disclosures, (b) use its best
 11 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
 12 person or persons to whom unauthorized disclosures were made of all the terms of
 13 this Order, and (d) request such person or persons to execute the “Acknowledgment
 14 and Agreement to Be Bound” that is attached hereto as Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
 18 inadvertently produced material is subject to a claim of privilege or other
 19 protection, the obligations of the Receiving Parties are those set forth in Federal
 20 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 21 whatever procedure may be established in an e-discovery order that provides for
 22 production without prior privilege review. Pursuant to Federal Rule of Evidence
 23 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 24 of a communication or information covered by the attorney-client privilege or work
 25 product protection, the parties may incorporate their agreement in the stipulated
 26 protective order submitted to the court.

27 12. MISCELLANEOUS

28 12.1 Right to Further Relief. Nothing in this Order abridges the right of any

1 person to seek its modification by the Court in the future.

2 12.2 Right to Assert Other Objections. By stipulating to the entry of this
3 Protective Order no Party waives any right it otherwise would have to object to
4 disclosing or producing any information or item on any ground not addressed in
5 this Stipulated Protective Order. Similarly, no Party waives any right to object on
6 any ground to use in evidence of any of the material covered by this Protective
7 Order.

8 12.3 Filing Protected Material. A Party that seeks to file under seal any
9 Protected Material must comply with Civil Local Rule 79-5. Protected Material
10 may only be filed under seal pursuant to a court order authorizing the sealing of the
11 specific Protected Material at issue. If a Party's request to file Protected Material
12 under seal is denied by the court, then the Receiving Party may file the information
13 in the public record unless otherwise instructed by the court.

14 13. FINAL DISPOSITION

15 After the final disposition of this Action, as defined in paragraph 4, within 60
16 days of a written request by the Designating Party, each Receiving Party must
17 return all Protected Material to the Producing Party or destroy such material. As
18 used in this subdivision, "all Protected Material" includes all copies, abstracts,
19 compilations, summaries, and any other format reproducing or capturing any of the
20 Protected Material. Whether the Protected Material is returned or destroyed, the
21 Receiving Party must submit a written certification to the Producing Party (and, if
22 not the same person or entity, to the Designating Party) by the 60 day deadline that
23 (1) identifies (by category, where appropriate) all the Protected Material that was
24 returned or destroyed and (2) affirms that the Receiving Party has not retained any
25 copies, abstracts, compilations, summaries or any other format reproducing or
26 capturing any of the Protected Material. Notwithstanding this provision, Counsel
27 are entitled to retain an archival copy of all pleadings, motion papers, trial,
28 deposition, and hearing transcripts, legal memoranda, correspondence, deposition

1 and trial exhibits, expert reports, attorney work product, and consultant and expert
2 work product, even if such materials contain Protected Material. Any such archival
3 copies that contain or constitute Protected Material remain subject to this Protective
4 Order as set forth in Section 4 (DURATION).

5 14. Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9
10 Dated: May 1, 2023

MIRACLE MILE LAW GROUP LLP

11 By 

12 Justin Hanassab
13 Steven I. Azizi
14 Jackson Scalia
15 Attorneys for Plaintiff
16 CRAIG KUYUMJIAN

17
18 Dated: May 1, 2023

MORGAN, LEWIS & BOCKIUS LLP

19 By /s/ Matthew M. Arnold

20 Jason S. Mills
21 Matthew M. Arnold
22 Attorneys for Defendants
23 CALIBER HOLDINGS LLC AND
24 CALIBER BODYWORKS LLC

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26
27 DATED: 5/2/23



28 Honorable Charles F. Eick

United States Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on _____ [date] in the case of *Craig Kuyumjian v. Caliber Holdings*
Corporation, et al., United States District Court, Central District of California, Case
 No. 22-cv-05779-ODW-E. I agree to comply with and to be bound by all the terms
 of this Stipulated Protective Order and I understand and acknowledge that failure to
 so comply could expose me to sanctions and punishment in the nature of contempt.
 I solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Stipulated Protective Order to any person or entity except in
 strict compliance with the provisions of this Order. I further agree to submit to the
 jurisdiction of the United States District Court for the Central District of California
 for the purpose of enforcing the terms of this Stipulated Protective Order, even if
 such enforcement proceedings occur after termination of this action. I hereby
 appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____